



BURLINGTON NORTHERN

9-320A071

RECORDATION NO. 7992-A Filed 1425

NOV 16 1979 - 11 35 AM

LAW DEPARTMENT

NOV 16 1979
Date
Fee \$ 10.00

INTERSTATE COMMERCE COMMISSION
176 East Fifth Street
St. Paul, Minnesota 55101
Telephone (612) 298-2121

ICE Washington, D. C.

Office of the Secretary
Interstate Commerce Commission
Washington, D.C. 20423

November 14, 1979

Dear Secretary:

Enclosed for filing, pursuant to Section 11303 of the Interstate Commerce Act, are three counterparts of Agreement for Trust Group 1 dated October 1, 1979, supplementing the following equipment trust agreement.

A general description of the equipment covered by the enclosed Agreement is as follows: 30' Wide Vision All Steel Caboose Cars, PACCAR Inc. Builder, bearing road Nos. BN 12278 through 12288, inclusive, and BN 12308.

The equipment trust agreement which is supplemented pursuant to the terms of the enclosed agreement was recorded with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act, and assigned a recordation number as follows:

	<u>Date Recorded</u>	<u>Recordation Number</u>
Burlington Northern Inc. Equipment Trust of 1975, Series 3	7-14-75	7992

The names and addresses of the parties to the agreement supplementing the above equipment trust are as follows:

First Trust Company of Saint Paul, Trustee, Lessor,
332 Minnesota Street, St. Paul, Minnesota 55101

Burlington Northern Inc., Lessee, the address of which is 176 East Fifth Street, St. Paul, Minnesota 55101

Also enclosed is a check in the amount of \$10.00 payable to you as Secretary of the Commission covering the cost of recording of the attached Agreement.

Counterparts - Joe Doherty

NOV 16 11 35 AM '79
RECEIVED
OFFICE OF THE SECRETARY
U.S. DEPT. OF COMMERCE

Office of the
Secretary

-2-

November 14, 1979

Please stamp one counterpart with the recordation data of the Commission and return it to the bearer of this letter, Mrs. Carolyn H. Kunkel, Kunkel Transportation Services, Inc., Pennsylvania Building, Suite 523, 435 - 13th Street, N.W., Washington, D.C. 20004.

Very truly yours,

A handwritten signature in black ink, appearing to read "JW Becker", with a stylized, cursive script.

James W. Becker
Assistant General Solicitor

JWB/gwc,2

Enclosures

Executed in 70 Counterparts of
which this is Counterpart No. 31

RECORDATION NO. 7992-A Filed 1425

AGREEMENT FOR TRUST GROUP 1 NOV 16 1979 - II 35 AM

INTERSTATE COMMERCE COMMISSION

AGREEMENT dated as of October 1, 1979, between
FIRST TRUST COMPANY OF SAINT PAUL, a corporation duly organized
and existing under the laws of the State of Minnesota, as Trustee
(hereinafter called the "Trustee"), and BURLINGTON NORTHERN INC.,
a corporation duly organized and existing under the laws of the
State of Delaware (hereinafter called "Company").

WHEREAS, the Trustee and the Company have entered into
the Equipment Trust Agreements and supplements thereto described
in Schedule A attached hereto (hereinafter collectively called
"Trust Agreements"); and

WHEREAS, in compliance with the Trust Agreements funds
have been deposited by the Company with the Trustee for equipment
previously declared destroyed by the Company as described in
Schedule B attached hereto (said destroyed equipment being herein-
after called "Destroyed Equipment"); and

WHEREAS, the Company desires to purchase the equipment
described in Schedule C attached hereto (hereinafter called
"Replacement Equipment") as provided in the Trust Agreements:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

1. Title to the Destroyed Equipment is hereby
assigned and transferred to the Company by the Trustee and
is no longer subject to the terms and conditions of the Trust
Agreements.

2. The Replacement Equipment is hereby subjected to the terms and conditions of the Trust Agreements as finally listed in Schedule A hereto after the amendment, if any, referred to in the last sentence of this paragraph 2. Upon delivery of an invoice, Bill of Sale and any other documentation required by the Trust Agreements for replacement of Destroyed Equipment the Trustee shall pay from the proceeds on deposit for Destroyed Equipment from the trusts in this Trust Group 1 such funds as may be necessary (to the extent proceeds are available under each trust) to pay the invoiced cost of each unit. Upon receipt of the Bill of Sale for the Replacement Equipment the Trustee shall receive title to that portion of the Replacement Equipment equal to the proportion of funds actually expended from each trust over the total cost of the Replacement Equipment ("the Proportionate Interest"). After each unit of equipment subject to this Trust Group 1 has been delivered and paid for the Company will prepare an amendment to this Agreement amending the Schedules attached hereto to reflect the actual costs of the Replacement Equipment.

3. Upon maturity of each trust in Trust Group 1 the Trustee will convey title to the Company to its Proportionate Interest in the Replacement Equipment.

4. Each unit of Replacement Equipment shall bear the following ownership markings:

"Owned By a Bank or Trust Company Under
A Security Agreement filed under the
Interstate Commerce Act, Section 11303."

5. This Agreement will be simultaneously executed
in several counterparts, each of which so executed shall be
deemed to be an original, and such counterparts together shall
constitute but one and the same instrument.

IN WITNESS WHEREOF, the Trustee and the Company,
pursuant to due corporate authority, have caused these presents
to be signed in their respective corporate names by their respec-
tive officers thereunto duly authorized and their respective seals
to be hereunto affixed, duly attested, as of the day and year
first above written.

FIRST TRUST COMPANY OF SAINT PAUL
as Trustee

(SEAL)

By D. J. Daly

ATTEST:

[Signature]
Assistant Secretary

BURLINGTON NORTHERN INC.

(SEAL)

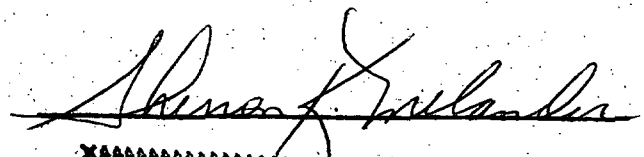
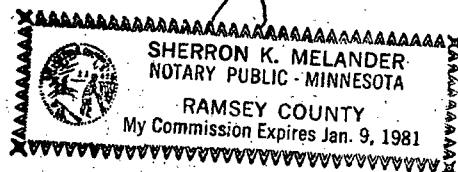
By R. C. Burlington
Vice President and Treasurer

ATTEST:

[Signature]
Assistant Secretary

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

On this 12th day of November, 1979, before me personally appeared D. L. DOYON to me personally known, who, being by me duly sworn, says that he is a SENIOR VICE PRESIDENT of First Trust Company of Saint Paul, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

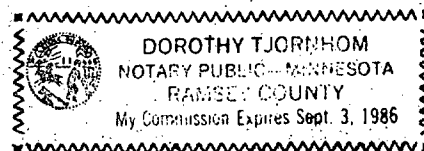



STATE OF MINNESOTA)
)
COUNTY OF RAMSEY) ss

On this 1st day of *November*, 1979, before me personally appeared R. C. Burton, to me personally known, who being by me duly sworn, says that he is Vice President and Treasurer of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Dorothy Tjornhom

Notary Public



SCHEDULE A

(Page 1 of 2)

Original RecordationSupplemental Information

<u>Equipment Trust</u>	<u>Dated</u>	<u>Date ICC Recordation</u>	<u>Recordation Number</u>	<u>Dated</u>	<u>Date of ICC Recordation</u>	<u>Recordation Number</u>
Northern Pacific Railway Company Equipment Trust of 1965, Series 1	3-18-65	3-19-65	3266	6-1-67 9-19-72	6-12-67 11-6-72	3266-A 3266-D
Northern Pacific Railway Company Equipment Trust of 1966, Second Series	6-23-66	6-24-66	3905	1-23-67 9-5-69 11-3-71 3-19-73 10-15-74 3-20-75	2-3-67 9-12-69 12-10-71 4-27-73 12-13-74 4-28-75	3905-A 3905-B 3905-F 3905-G 3905-H 3905-I
Northern Pacific Railway Company Equipment Trust of 1968	5-9-68	5-10-68	4862	None		
Northern Pacific Railway Company Equipment Trust of 1968, Series 2	10-17-68	10-21-68	5060	None		
Northern Pacific Railway Company Equipment Trust of 1969	4-24-69	4-25-69	5227	4-30-71 9-19-72 3-19-73 1-4-74 1-16-78	5-7-71 11-6-72 4-27-73 3-4-74 3-17-78	5227-C 5227-D 5227-E 5227-F 5227-G
Burlington Northern Inc. Equipment Trust of 1973, Series 3	9-1-73	8-10-73	7131	8-1-74 2-14-75 3-20-75 3-1-76	9-18-74 3-27-75 4-28-75 4-7-76	7131-A 7131-B 7131-C 7131-E

SCHEDULE A

(Page 2 of 2)

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Burlington Northern Inc. Equipment Trust of 1975 Series 3	7-1-75	7-14-75	7992	None		
Burlington Northern Inc. Equipment Trust of 1976 Series 3	8-1-76	7-19-76	8413	2-18-77	3-28-77	8413-A
Burlington Northern Inc. Equipment Trust of 1977 Series 2	11-1-77	10-18-77	9043	None		
Burlington Northern Inc. Equipment Trust of 1972 Series 2	12-14-72	12-8-72	6823	8-1-74 3-1-76 3-19-73 1-16-78	9-18-74 4-7-76 4-27-73 3-17-78	6823-B 6823-C 6823-A 6823-D

SCHEDULE B
AVAILABLE DESTROYED EQUIPMENT BALANCES

<u>Equipment Trust Agreement</u>	<u>Available Destroyed Car Balance for Trust Group 1</u>
Northern Pacific Railway Co. Equipment Trust of 1965, Series 1	\$ 63,191.80
Northern Pacific Railway Co. Equipment Trust of 1966, Series 2	64,705.00
Northern Pacific Railway Co. Equipment Trust of 1968, Series 1	22,863.57
Northern Pacific Railway Co. Equipment Trust of 1968, Series 2	7,683.02
Northern Pacific Railway Co. Equipment Trust of 1969	50,825.06
Burlington Northern Inc. Equipment Trust of 1973, Series 3	287,772.31
Burlington Northern Inc. Equipment Trust of 1975, Series 3	53,351.64
Burlington Northern Inc. Equipment Trust of 1976, Series 3	51,967.68
Burlington Northern Inc. Equipment Trust of 1977, Series 2	85,139.92
Burlington Northern Inc. Equipment Trust of 1972, Series 2	62,500.00
Total	\$750,000.00

SCHEDULE C
REPLACEMENT EQUIPMENT

<u>Car Description</u>	<u>Quantity</u>	<u>Car Numbers (incl.)</u>	<u>Estimated Unit Cost</u>	<u>Estimated Total Cost</u>
30' Wide Vision All Steel Caboose Cars	12	RN 12278-1288, inclusive and BN 12308	\$62,500.00	\$750,000.00